

AMENDMENT NUMBER TWO  
TO LAND DISPOSITION AGREEMENT BY AND BETWEEN  
THE BOSTON REDEVELOPMENT AUTHORITY  
AND  
CENTER PLAZA ASSOCIATES  
EXECUTED  
JANUARY 9, 1964, AMENDED AUGUST 6, 1964

WITNESSETH THAT:

WHEREAS, a Land Disposition Agreement by and between the Boston Redevelopment Authority and Robert Leventhal, Norman B. Leventhal, and Joseph M. Linsey, doing business as Center Plaza Associates, was executed on January 9, 1964; and

WHEREAS, Amendment Number One to said Land Disposition Agreement was executed on August 6, 1964; and

WHEREAS, the parties to said agreement do mutually desire that certain additional modifications be made to said agreement.

NOW, THEREFORE, the following sections of SAID LAND DISPOSITION AGREEMENT are HEREBY further AMENDED to read AS FOLLOWS:

Section 101:

(d) "The Property" refers to Parcel 12 of the Government Center Urban Renewal Project Area, and shall mean 86,996 square feet of land (including Parcel 12A but excluding Parcel 12B) shown on the plan attached hereto as Exhibit A, together with the fee to Pemberton Square and together with easements through the area shown on said plan as Parcel 12B, as hereinafter provided, and together with the fee to the centerline of all abutting streets, proposed or existing, as shown on said plan.

(i) "Parcel A" shall mean that parcel of land shown as Parcel 12A on the plan attached hereto as Exhibit A, together with the fee to Pemberton Square as it abuts Parcel A, and together with the fee to the centerline of all other abutting streets, proposed or existing, as shown on said plan.

(1) "Parcel C" shall mean that parcel of land shown as Parcel 12C on the Plan attached hereto as Exhibit B, together with the fee to Pemberton Square, proposed or existing, as it abuts Parcel C, and together with the fee to the centerline of all other abutting streets, proposed or existing, as shown on said plan, and together with an easement along the southeast boundary of Parcel C for the footings of the improvements to be constructed in Parcel C (which easement area shall extend to the centerline of Cambridge Street as shown on said plan and to the Westerly line of Pemberton Square as shown on said plan).

-(m) "Exhibit A" shall mean the map entitled "Property Line Map - Parcel 12", prepared by Whitman and Howard, Inc., Engineers, dated June 4, 1963, which map is attached hereto and made a part hereof as Exhibit A.

(n) "Exhibit B" shall mean the map entitled  
prepared by Whitman & Howard, Inc., Engineers, dated  
, which map is attached hereto and made a part  
hereof as Exhibit B.

(o) "Pemberton Square" shall mean that portion of land  
designated as Pemberton Square on the attached Exhibit B.

Section 201: Paragraph two is deleted and the following substituted:

The Authority shall grant to the Redeveloper the fee to  
Pemberton Square and such easements through the area shown as Parcel  
12B on the attached Exhibit A (subject, however, to the last sentence  
of Section 205 hereof) as are required to accommodate construction in  
accordance with the approved Final Plans and Specifications referred  
to in Section 302.

Section 202(a); add the following:

The utilities existing in Pemberton Square shall be the  
responsibility of the Redeveloper to maintain during construction,  
either by supporting the same or by temporary relocation thereof.  
Nothing herein shall be deemed to place any responsibility upon the  
Redeveloper for the final and permanent relocation of such utilities,  
provided however that the Redeveloper shall, in any construction on  
the Property or in or under Pemberton Square, leave sufficient space  
for all said utilities to be permanently relocated in Pemberton Square.

Section 202(c); to be added as follows:

It is understood and agreed that a reasonable time for completion  
of so much of Pemberton Square as abuts Parcel A shall be July, 1966,  
and so much as abuts Parcel C shall be July, 1967, provided that the  
status of the Redeveloper's construction permits such work to be done,  
and provided further that the work described in Section 202(d) shall  
have previously been completed, and provided that such completion be  
of such a nature as to permit reasonable passage of vehicles and  
pedestrians to Parcels A and C respectively. Final completion  
(including landscaping detail) shall not be necessarily required until  
Pemberton Square as a whole is relocated.

Section 202(d):

The Redeveloper agrees that as the improvements to be constructed  
under Pemberton Square are completed, it shall grade Pemberton Square  
to subgrade suitable for paving. All improvements and grading in and  
under Pemberton Square shall be done in a manner which will enable  
Pemberton Square and the construction therein to withstand the  
necessary loading imposed by use as a vehicular and pedestrian right-  
of-way.

Section 204(b):

The payment shall be in cash or certified check drawn to the  
order of the Authority. Upon delivery of the deed and possession of  
a Parcel to the Redeveloper, the Redeveloper shall pay to the Authority  
an amount equal to the number of square feet in the Parcel (exclusive  
of the fee to Pemberton Square and exclusive of the area contained in  
the fee to the centerline of any abutting streets, or any easements  
to be granted hereunder) multiplied by \$12.

Section 205:

The sale and conveyance and delivery of possession of Parcel A  
and the purchase of the same by the Redeveloper, shall take place on  
August 5, 1964 at the closing to be held at the office of the Authority

or such other place as the Authority may designate; provided, however, that the sale and conveyance and delivery of possession of such Parcel to the Redeveloper may take place at an earlier or later date upon agreement of the parties hereto and provided that final working drawings have been approved by the Authority in accordance with Section 302 hereof in such form as to permit the construction to proceed.

The sale, conveyance, and delivery of possession of Parcel C and the purchase of the same by the Redeveloper shall take place on October 28, 1965 at a closing to be held at the office of the Authority or such other place as the Authority may designate; provided, however, that the sale and delivery of possession of said Parcel may take place at an earlier or later date upon agreement of the parties hereto. The Redeveloper shall not be required by reason of the Authority's failure to deliver possession in accordance with this section, to take title to Parcel C between December 1, 1965 and March 1, 1966.

At the time of sale and conveyance and delivery of possession of a Parcel, the Authority shall grant to the Redeveloper the fee to Pemberton Square as it abuts the Parcel, provided that upon the laying out or taking by the City of Boston of said Pemberton Square abutting the said Parcel, no claim for damages by reason of such laying out or taking will be made by the Redeveloper so long as such laying out or taking excludes or is made subject to all structural elements to be constructed in, on, or under the granted premises and is made subject to the rights of the Redeveloper to penetrate the surface of Pemberton Square for the purpose of repair, maintenance and ventilation of its structure thereunder (such rights to be exercised subject to the reasonable control of said City and including the obligation to restore said Pemberton Square after penetration); provided that there will be sufficient area free and clear of any construction on or under the surface of said Pemberton Square for the reasonable installation of utilities in Pemberton Square by or with the permission of the City of Boston or any public authority which might lay out or acquire title to said Pemberton Square.

At the time of transfer of title to each Parcel, or immediately thereafter, the Authority shall grant to the Redeveloper such temporary easements in the Property (if cleared), and in Parcel 12B (if cleared), as the Redeveloper may require in the course of construction of the required improvements. Upon final completion of all improvements to be constructed on a Parcel pursuant to Section 303 hereof, the Authority shall grant to the Redeveloper a permanent easement through Parcel 12B for the area covered by the Redeveloper's construction therein. However, if the parties hereto agree, the Authority shall, at the time of transfer of the last Parcel to be conveyed hereunder, also convey Parcel 12B to the Redeveloper, in which case Parcel 12B shall be deemed to be part of the Property hereunder, and all the provisions of this Agreement relating to the Property shall apply to Parcel 12B.

In the event that, for any reason, after titles to Parcels A and C are transferred to the Redeveloper, no further Parcels are transferred to the Redeveloper, the Redeveloper agrees, at the Authority's request, to grant to the Authority or to the owner or owners of the remainder of the Property, such easements through Parcels A and C as the Authority shall determine are necessary for proper and convenient access to the remainder of the Property but not inconsistent with the Redeveloper's use of Parcels A and C; provided, however, that at the same time, at the Redeveloper's request, the Authority or said owner or owners shall grant to the Redeveloper such related easements through the remainder of the Property as are necessary for proper and convenient access to Parcels A and C, but not inconsistent with the use of said remainder of the Property.

Nothing herein shall be construed to require either the Redeveloper, the Authority, or said owner or owners to grant easements through the street floor or upper floors of any of the buildings to be constructed on the Property.

Section 209; add the following:

(d) Notwithstanding any of the above provisions of this section or any other provision of this Agreement, if the Redeveloper shall fail or refuse or be unable to accept conveyance of Parcel C, pursuant to this Agreement, within 30 days after proffer of conveyance by the Authority on or after October 1, 1965, subject to the provisions of Section 205 hereof, the Authority shall have the right to declare forfeited any amount it deems proper from the amount then held of the Redeveloper's deposit.

Section 211(b):

Notwithstanding any other provisions of this Agreement, the deposit held by the Authority shall at no time amount to less than 10 per cent of the aggregate purchase price of the Parcels still to be conveyed by the Authority to the Redeveloper.

Section 301: Redevelopment Pursuant to Plan

(a) The Redeveloper, for itself and its successors and assigns, covenants, promises and agrees:

- (1) to devote the Property to the uses specified in the Plan;
- (2) not to use or devote the Property or any part thereof for any use other than the uses or purposes specified in the Plan, or contrary to any of the applicable limitations or requirements of the Plan
- (3) to give preference in the leasing of space in the buildings to be constructed on the Property to former occupants of the Government Center Project Area, to the maximum extent practicable;
- (4) not to discriminate upon the basis of race, creed, color, or national origin in the sale, lease, or rental or in the use or occupancy of the Property, or any improvements erected or to be erected thereon, or any part thereof;

(b) The covenants in subsection (a) of this Section shall be covenants running with the land, and covenants to the same effect shall be contained in any instruments from the Authority to the Redeveloper or to its successors or assigns and in any instruments from the Redeveloper, its successors and assigns, conveying the Property or any part thereof or interest therein and shall be expressed therein to be covenants running with the land.

(c) The covenants in subdivisions (1), (2), and (3) of subsection (a) of this Section, and the covenants to the same effect which shall be contained in any instrument or instruments in accordance with the provisions of subsection (b) of this Section, and all rights and obligations under any of said covenants, shall terminate upon the expiration of the term of the Plan; and the covenants in subdivision (4) and the covenants to the same effect which shall be contained in any instrument or instruments in accordance with the provisions of subsection (b), and all rights and obligations under any of said covenants, shall terminate upon the expiration of one hundred (100) years from the date of the deed of Parcel A from the Authority to the

Redeveloper; provided, however, that the provisions of this subsection shall not abate, or be a ground from abatement of, any action, suit, or other legal proceeding instituted prior to the termination of the covenants.

Section 302 (a); add the following:

The top of any structure to be located under Pemberton Square shall be at least seven (7') feet below the line of finished grade, the elevation of which line shall be provided to the Redeveloper by the Authority. Said seven (7') feet may be reduced to a lesser measurement if the Authority, upon the advice of its and the City's landscaping and engineering consultants, deems it appropriate.

Section 302(e)

Within 4 months after delivery of the deed and possession of Parcel C to the Redeveloper, the Redeveloper shall submit architectural plans for the improvements to be constructed on the third Parcel following the time schedule and procedure set forth for the second parcel in subsection (d) hereof, except that all references to Parcel A in subsection (d) shall be deemed to refer to Parcel C.

Section 302(j); to be added as follows:

Notwithstanding the prior provisions of this section it is understood and agreed that final working drawings and specifications covering the construction to be undertaken in and adjacent to Parcel C will not be available at the time of conveyance of Parcel C. The Redeveloper agrees to deliver to the Authority final working drawings of the garage and foundations and basements for said Parcel C not later than November 18, 1965.

The Authority shall review such final working drawings and shall promptly notify the Redeveloper of its approval or disapproval in writing, setting forth in detail any grounds for disapproval. If no grounds of disapproval are delivered in writing to the Redeveloper after twenty (20) days of submission or any resubmission, such drawings shall be deemed approved.

The Redeveloper agrees to deliver to the Authority final working drawings and specifications of all the structures which will rise above finished grade not later than December 15, 1965, said final working drawings to be subject to approval as set forth in the prior provisions of this section.

It is understood and agreed that the Redeveloper will not undertake any construction that is not in accordance with working drawings and specifications approved by the Authority, and further that failure to submit such drawings and specifications in accordance with the schedule set forth herein shall be deemed to be a failure to commence or complete construction for the purposes of Article VIII.

Section 501; add at the end a new paragraph:

The Redeveloper agrees that it shall construct, light and maintain all public pedestrian travel areas shown on Exhibit A as "Easement for Public Passageway" and "25-foot Easement for Sidewalk", and be responsible for the safety, appearance and cleanliness of said areas.

Section 904: Covenants to be Enforceable by Authority and United States

Any covenant herein contained which is expressed to be a covenant running with the land shall be contained in any instrument of conveyance relating to the Property and shall, in any event and without regard to

technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by, the Authority and the United States in the case of the covenant provided in Section 301(a)(4) hereof, against the Redeveloper (as defined in Section 101(c)). In amplification, and not in restriction of the provisions hereof, it is intended and agreed that the Authority shall be deemed a beneficiary of such covenants and the United States shall be deemed a beneficiary of the covenant provided in subsection 301(a)(4) hereof both for and in their or its own right and also for the purposes of protecting the interests of the community and the other parties public or private, in whose favor or for whose benefit such covenants have been provided, and such covenants shall be in force and effect, without regard to whether the Authority or the United States has at any time been; remains or is an owner of or in possession of any land to, or in favor of, which the covenants relate.

IN WITNESS WHEREOF, on the \_\_\_\_\_ day of October, 1965 at Boston, Massachusetts, the parties hereto have caused this Agreement in five counterparts to be signed, sealed and delivered by their duly authorized officers, respectively.

Signed, sealed and delivered  
in the presence of:

BOSTON REDEVELOPMENT AUTHORITY

By \_\_\_\_\_  
Development Administrator

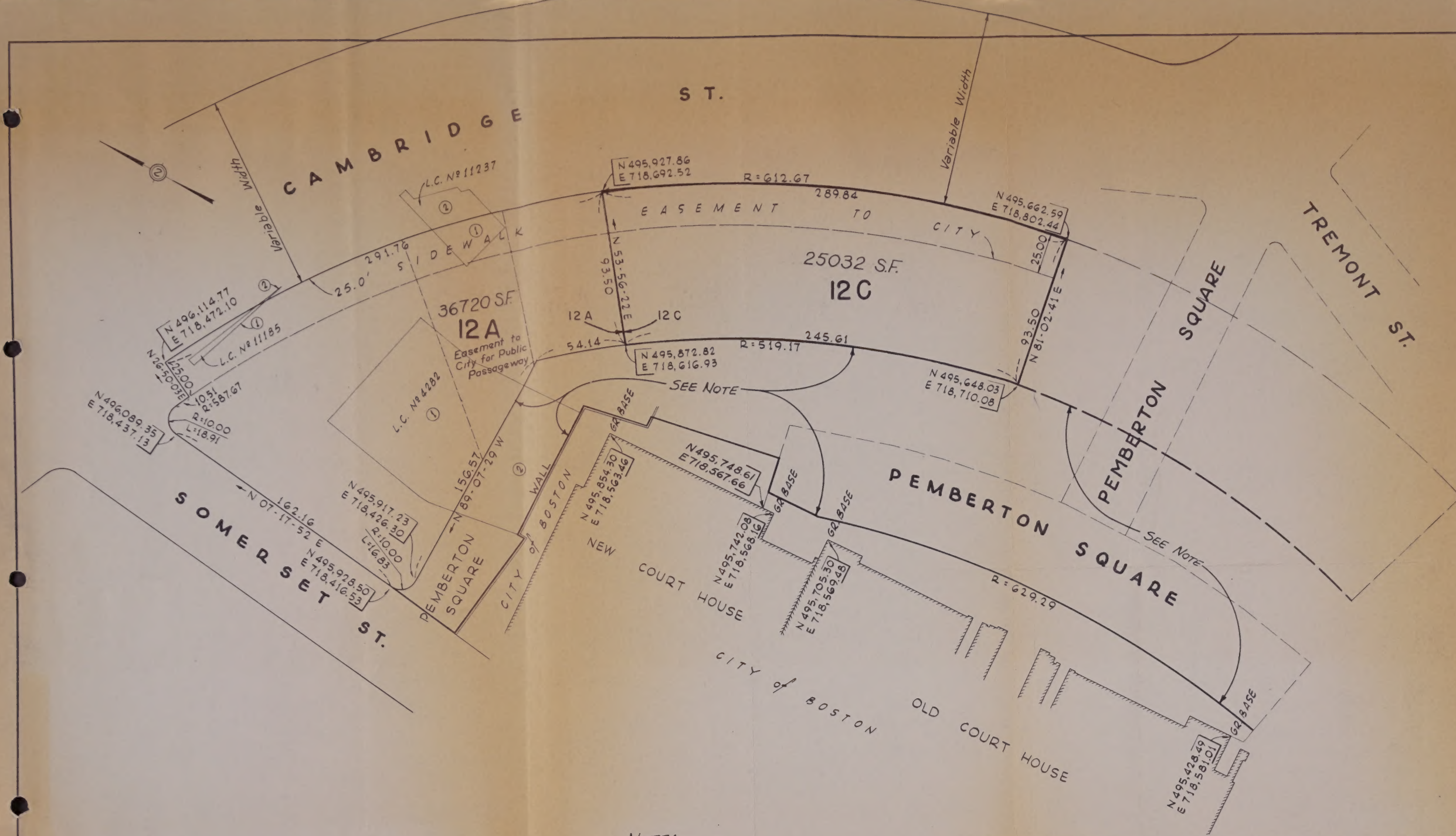
Robert Leventhal and Norman B.  
Leventhal doing business as  
Center Plaza Associates.

Approved as to form:

By \_\_\_\_\_  
Robert Leventhal

\_\_\_\_\_  
John C. Conley, General Counsel  
Boston Redevelopment Authority

By \_\_\_\_\_  
Norman B. Leventhal



NOTE:  
PROPOSED LAYOUT OF  
PEMBERTON SQUARE.

GOVERNMENT CENTER PROJECT  
MASS. R-35

# PROPERTY LINE MAP (PARCEL 12C)

BOSTON REDEVELOPMENT AUTHORITY  
BOSTON-SUFFOLK COUNTY-MASSACHUSETTS

DATE  
MAY 28, 1965

CODE

SEGMENT-

SCALE IN FEET ONE INCH = 40 FEET

0 10 20 30 40 50 100 150 200  
WHITMAN & HOWARD INC., ENGINEERS 89 BROAD ST., BOSTON, MASS.

MAP of

REVISED

APPROVED BY

WALLACE B. ORPIN  
CHIEF ENGINEER



